
EAST HAWAI'I REGION
HAWAI'I HEALTH SYSTEMS CORPORATION

REQUEST FOR PROPOSALS

HHSC FY 26-0418

HHSC HBMC **DESIGN AND BUILD ACUTE WAREHOUSE PROJECT**

For

Hawaii Health Systems Corporation
East Hawaii Region
Hilo Benioff Medical Center
1190 Waianuenue Avenue
Hilo, Hawaii 96720

AN AGENCY OF THE STATE OF HAWAII

Due Date for Proposals
in Response to this Solicitation:

TUESDAY, June 30, 2026 - No Later Than 2:00 p.m., HST

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SECTION 1
GENERAL NOTICE

1.1 INTRODUCTION

This Request for Proposal (hereinafter “RFP”) is issued by the East Hawaii Region of the Hawaii Health Systems Corporation (“EHR” or “HHSC”), an Agency of the State of Hawaii. The purpose of this RFP is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive and responsible proposal. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “OFFEROR” or “CONTRACTOR”.

1.2 PROCUREMENT TIMETABLE

The timetable set out herein represents HHSC’s best estimate of the schedule that will be followed in the RFP process. If an event in the timetable, such as “Closing Date for Receipt of Proposals,” is delayed, the rest of the timetable dates may be shifted by the same number of days.

ACTIVITY		SCHEDULED DATES
1.	RFP Public Announcement	May 11, 2026
2.	Pre-Proposal Conference	May 28, 2026 10:00 AM HST Meeting outside in front of the HBMC Security Trailer on the Hilo Benioff Medical Center Campus 1190 Waianuenue Ave., Hilo, Hawaii 96720 **See Map location in Section 1.5**
3.	Closing Date for Receipt of Questions	June 11, 2026
4.	Addendum for HHSC Response to OFFEROR’S Questions	June 19, 2026
5.	Closing Date for Receipt of Proposals	Tuesday, June 30, 2026 - No Later Than 2:00 p.m., HST
6.	Proposal Evaluations	July 1-July 10, 2026
7.	Proposal Discussions (optional)	July 13-July 17, 2026
8.	Best and Final Offers (optional)	July 13-July 17, 2026
9.	CONTRACTOR Selection/Award Notification (on/about)	July 31, 2026
10.	Contract Start Date	TBD

1.3 ISSUING OFFICER

The Issuing Officer is responsible for administrating/facilitating all requirements of the RFP solicitation process and is the **sole point of contact** for OFFEROR from date of public announcement of the RFP until the selection of the successful OFFEROR. The Issuing Officer will also serve as the Contract Manager responsible for contractual actions throughout the term of the contract. The Issuing Officer is:

H. Frank Schneider, Senior Contracts Manager

Hilo Benioff Medical Center
1190 Waiianuenue Avenue, Hilo, HI 96720
Phone: (808) 932-3112
Email: hschneider@hhsc.org

1.4 SUBMISSION OF QUESTIONS

Questions must be submitted in writing via electronic mail to the Issuing Officer no later than the “Closing Date for Receipt of Questions”, identified in paragraph 1.2 in order to generate an official answer. All written electronically mailed questions sent to the email address provided, in compliance with the dates outlined within the timetable, will receive an official written response from HHSC and become addenda to the RFP.

- IMPORTANT -

OFFEROR may request changes and/or propose alternate language to the attached General and Special Terms and Conditions during this phase only. All requests will be presented to the HHSC Legal Department for review. No requests to change the General or Special Terms and Conditions will be entertained after the proposals have been submitted or during the contracting process. All written questions and/or approved changes will receive an official written response from HHSC and shall be recorded as addenda to the RFP.

HHSC reserves the right to reject or deny any request(s) made by OFFEROR. Responses by HHSC shall be due to the OFFEROR no later than the dates stipulated in Section 1.2.

Impromptu, un-written questions are permitted and verbal answers will be provided during pre-proposal conferences and other occasions, but are only intended as general direction and will not represent the official HHSC position. The only official position of HHSC is that which is stated in writing and issued in the RFP as addenda thereto.

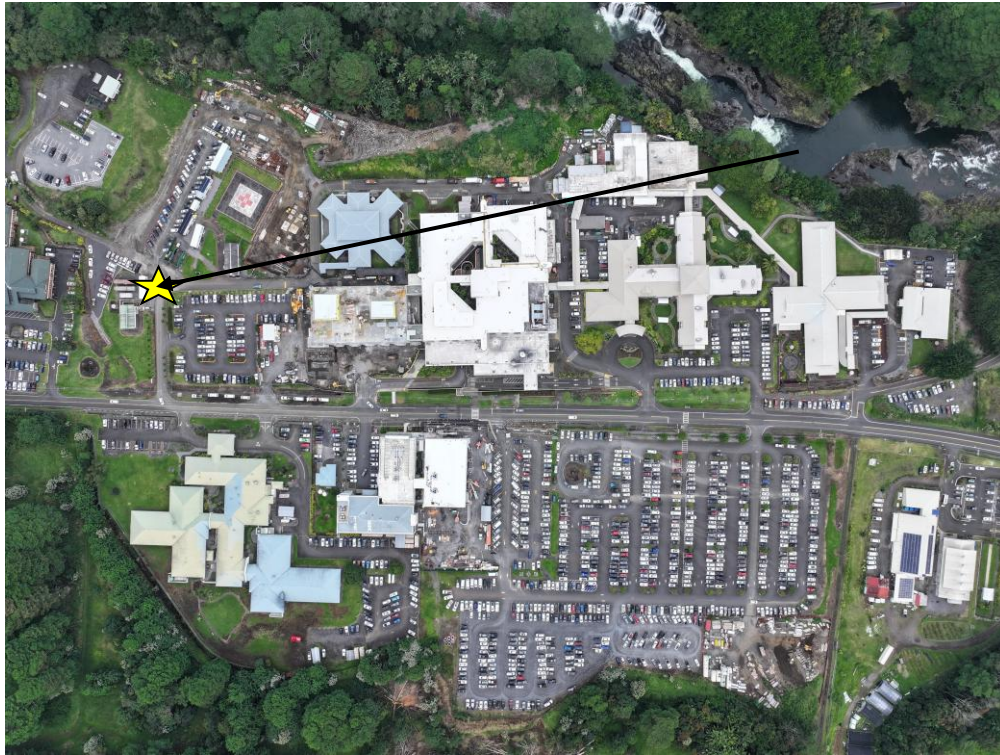
No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon.

SEND QUESTIONS TO:

H. Frank Schneider, Senior Contracts Manager
Hilo Benioff Medical Center
Email: hschneider@hhsc.org

1.5 PRE-PROPOSAL CONFERENCE

HHSC will hold a Pre-Proposal Conference at 10:00 AM, on Thursday, May 28, 2026, meeting outside the Security Offices Trailer within the Hilo Benioff Medical Center (HBMC) Campus, located at 1190 Waiianuenue Ave Hilo, HI 96720. Hospital staff involved will be present to answer questions and for CONTRACTORS to view the location of the planned renovation/remodeling/construction. Attendance at the conference is not mandatory. The location is further denoted in the figure presented below and marked with a “Yellow Star”.



All written questions, submitted within the parameters outlined within the RFP, will receive a written response from HHSC and become addendums to this RFP, when provided in accordance with the deadlines referenced within section 1.2. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement of HHSC, and such communications may not be relied upon for informational purposes.

1.6 RFP AMENDMENTS

HHSC reserves the right to amend the RFP any time prior to the ending date for “Proposal Submission Deadline” date, identified above.

1.7 CANCELLATION OF RFP

The RFP may be canceled if it is determined to be in the best interests of HHSC.

1.8 PROTESTS

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved individual/business knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior not later than the “Proposal Submission Deadline”, identified above.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of the award or proposed award of the contract.

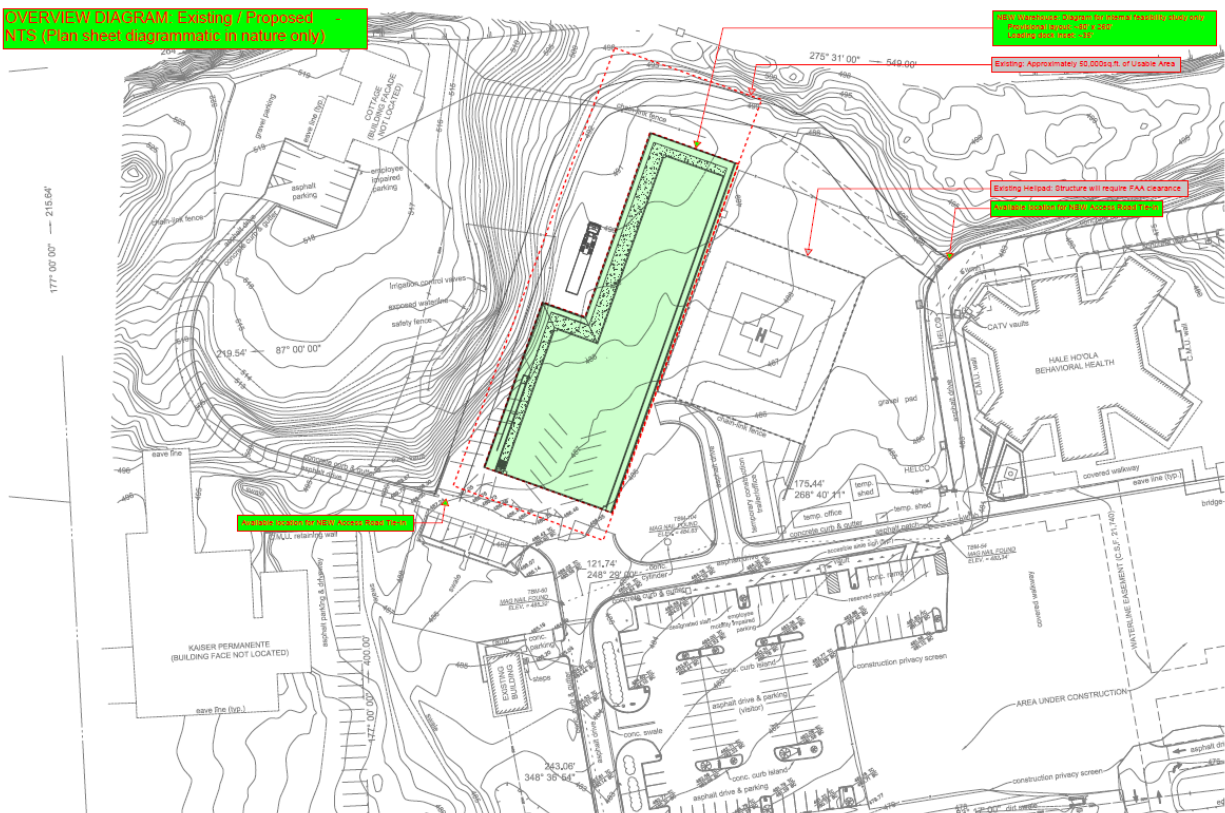
Any and all protests shall be submitted in writing to the Regional Chief Procurement Officer (RCPO), as follows:

Dan Brinkman
Regional Chief Procurement Officer
East Hawaii Region
Hilo Benioff Medical Center
1190 Waianuenue Avenue
Hilo, Hawaii 96720

SECTION 2 SCOPE OF SERVICES

2.0 GENERAL

- 2.0.1 The Hawaii Health Systems Corporation (HHSC), East Hawaii Region, Hilo Benioff Medical Center (HBMC), hereby solicits design-build proposals from qualified CONTRACTORS to provide comprehensive design and construction services for the development of an on-site warehouse facility. Purpose of this project is to expand the existing storeroom capacity in response to increasing operational demand associated with HBMC facility expansion and census growth. The baseline scope of services contemplates that the selected **Design-Build** CONTRACTOR shall provide iterative design services, as well as general, civil, structural, mechanical, electrical, and plumbing construction necessary for the installation of a prefabricated metal building intended to support on-site inventory management and materials storage.
- 2.0.2 Project site is located at 1190 Waiuanue Avenue, Hilo, Hawai'i 96720, where HBMC intends to utilize an area presently configured as a gravel parking lot adjacent to the existing helipad for the construction of an on-site warehouse facility; for purposes of further delineation, the subject site is bounded to the north by the Mark Nakashima Administrative Building staging area (Nan, Inc.), to the south by an existing asphalt access road, to the east by the existing helipad (which will require appropriate FAA clearance), and to the west by an existing hillside, where underground utilities will be required to connect to the structure situated above; please refer to the figure below for a more detailed, approximate schematic of the proposed site.



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- 2.0.3 Proposed warehouse facility is anticipated to encompass a maximum usable area of approximately 50,000 square feet, with final usable space to be determined in accordance with HBMC operational requirements and all applicable building codes and regulatory standards. The building is preliminarily estimated to measure approximately 130 feet in width (west to east) and approximately 350 feet in length along a northeast to southwest orientation.
- 2.0.4 The Design/Build CONTRACTOR shall be responsible for determining the appropriate structural design in accordance with HBMC operational requirements and site substrate suitability. CONTRACTOR acknowledges that approximately 75 kW of electrical capacity will be made available from the new transformer associated with the Mark Nakashima Building, which has been designated to serve the proposed warehouse facility. Plumbing services will be provided via an underground utility line, and the CONTRACTOR shall utilize the County sewer tie-in located at the access road. CONTRACTOR further acknowledges that IT fiber connectivity will be available for integration into the project infrastructure.
- 2.0.5 The CONTRACTOR shall ensure that all applicable regulatory and code requirements are fully satisfied in connection with the design and construction of the warehouse project. HBMC is required to comply with all relevant standards and authorities having jurisdiction, including, without limitation, the FGI Guidelines, ANSI/ASHRAE standards, OSHA regulations, Joint Commission (JC) requirements, NFPA codes, the Americans with Disabilities Act (ADA), applicable State, County, and City codes and ordinances, as well as Federal Aviation Administration (FAA) requirements, where applicable.
- 2.0.6 CONTRACTOR acknowledges and agrees that the warehouse shall be designed and constructed in full compliance with all applicable safety standards and requirements, including, without limitation, fire prevention and fire suppression systems, designated fire access lanes, smoke evacuation systems, and code-compliant means of egress; occupational health and hazard mitigation measures; appropriate illumination consistent with the intended work environment; flooring and/or slab treatments designed to mitigate slip, trip, and fall risks; eyewash stations installed and located in accordance with all applicable codes and standards, including those of the Joint Commission (JC), State, County, ADA, and other governing authorities; provisions for the safe segregation and storage of hazardous materials (including, but not limited to, batteries and similar inventory); appropriate consideration of pallet rack heights relative to overall building height, including the incorporation of applicable fall restraint and fall protection systems; placement of electrical panels outside of primary workflow and circulation areas; and comprehensive attention to HVAC system placement and configuration to ensure safe and maintainable servicing conditions. The CONTRACTOR shall further account for the facility's proximity to an operational helipad and shall incorporate all relevant design considerations associated with such adjacency, including, without limitation, exposure to rotor wash and related aerodynamic forces.
- 2.0.7 The CONTRACTOR agrees that the warehouse facility shall be designed and constructed as an integrated, systems-based operational environment capable of supporting efficient workflow processes. Primary operational layout shall accommodate the receipt and processing of hospital inventory from multiple vendors concurrently. The design shall further provide for commercial deliveries to be routed via the access road along the northern boundary of the campus adjacent to the Wailuku River. Additionally, the CONTRACTOR acknowledges the requirement for a new or enhanced access road extending along the northern perimeter of the campus to facilitate

commercial trucking operations in a manner that is appropriately screened from public view, consistent with applicable site planning, safety, and security considerations.

- 2.0.8 The CONTRACTOR shall design and support the provision of a loading dock, whether sub-grade or above-grade as determined appropriate through final design and site conditions, sufficient to accommodate delivery operations by 40-foot semi-trailer vehicles. CONTRACTOR further acknowledges that, subject to final design coordination and operational requirements, the existing grade may be utilized for the accommodation of smaller truck deliveries as well as air freight shipments.
- 2.0.9 CONTRACTOR shall provide for overhead coiling doors to facilitate forklift operations associated with the loading and unloading of palletized deliveries. Receiving area shall include no fewer than two (2) overhead coiling doors, each with minimum clear dimensions of fourteen (14) feet in width by fourteen (14) feet in height. CONTRACTOR shall ensure that all overhead coiling doors are designed, furnished, and installed in full compliance with all applicable regulatory requirements, building codes, and safety standards.
- 2.0.10 CONTRACTOR acknowledges the requirement for a designated laydown area to support the receipt, staging, and processing of pallet deliveries, which shall provide no less than 2,000 square feet of usable space. The CONTRACTOR shall further ensure that the layout includes clearly defined and appropriately designated areas for waste receptacles and pallet collection, consistent with efficient operational flow and applicable regulatory and safety requirements.
- 2.0.11 The design of the warehouse shall be configured to accommodate a pallet racking system arranged in a manner that promotes the efficient unloading of delivery pallets, the systematic breakdown of palletized inventory, and the organized placement of materials into designated receiving bin locations. Layout shall further incorporate aisle widths sufficient to accommodate required lift equipment clearances and shall facilitate the safe and efficient movement of inventory into the warehouse distribution areas.
- 2.0.12 CONTRACTOR acknowledges that the distribution portion of the warehouse shall be designed to facilitate the efficient and unobstructed transition of traffic flow, pallet racking operations, and personnel movement within the space. The CONTRACTOR shall determine the most appropriate door types (including, but not limited to, bay doors, personnel doors, or other suitable configurations) along the central section of the warehouse to support egress, distribution routing, and related operational requirements, subject to HBMC review and approval. Distribution area shall include a designated laydown space of not less than 2,000 square feet to accommodate the staging of pallets in support of daily departmental orders. Furthermore, the distribution area shall be oriented along the northern access road to facilitate transport to the existing acute receiving area and shall incorporate no fewer than two (2) overhead coiling doors to support efficient operational throughput.
- 2.0.13 The CONTRACTOR acknowledges that the HVAC system for the warehouse shall be designed in consideration of the most stringent environmental requirements associated with inventory storage, including the maintenance of appropriate temperature and humidity controls. Provisional design setpoints are anticipated to be approximately 70 degrees Fahrenheit, with humidity levels maintained above ambient conditions, subject to refinement based on final operational requirements and applicable standards.

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- 2.0.14 The CONTRACTOR acknowledges that all exterior entry points shall require secured access controls. HBMC presently utilizes Avigilon card reader systems for secured facility access and intends to maintain and extend this access control standard within the proposed warehouse facility.
- 2.0.15 The CONTRACTOR shall acknowledge and give due consideration to the development of a new Public Address (PA) system and the associated requirement for integration of the proposed warehouse facility into the Acute Hospital PA system to enable the transmission of overhead alerts and emergency notifications. In view of the size and operational complexity of the warehouse facility, the CONTRACTOR shall further give careful attention to the design and implementation of internal communication systems across the warehouse campus to ensure effective coverage and to support established safety best practices.
- 2.0.16 The CONTRACTOR acknowledges that the proposed warehouse facility shall be designed and constructed to withstand local environmental conditions and natural hazards, including, without limitation, flooding, high wind events, and other weather-related impacts typical of the project location.
- 2.0.17 CONTRACTOR shall ensure that the warehouse facility complies with all applicable Americans with Disabilities Act (ADA) accessibility standards necessary to support departmental operations and all intended functional responsibilities. Further, CONTRACTOR shall incorporate appropriate ADA-compliant parking accommodations in accordance with all governing requirements and regulations.
- 2.0.18 CONTRACTOR acknowledges that upon the handover and formal acceptance of the warehouse structure, comprehensive provision must be made for the rigorous testing of all integrated systems. Furthermore, the CONTRACTOR shall furnish HBMC with all pertinent documentation to ensure meticulous record-keeping and to facilitate the seamless ongoing support and maintenance of the facility.
- 2.0.19 The CONTRACTOR acknowledges the distinct departmental requirements of the warehouse space and agrees that the storeroom shall be engineered to accommodate future scalability exceeding the current operational demand of three hundred (300) pallets per month. This facility must incorporate five (5) workstations designed with an open-plan configuration to the warehouse floor to optimize supervisory oversight and personnel access, complemented by one (1) private, securable office shielded from the main floor's activity. Furthermore, CONTRACTOR shall ensure that all data infrastructure installations are executed in strict accordance with HBMC's proprietary technical standards.
- 2.0.20 The CONTRACTOR acknowledges that the design and allocation of the warehouse space must include dedicated storage provisions for both Central Supply and Environmental Services (EVS) personnel, ensuring these departments maintain exclusive and streamlined access to their respective inventories.
- 2.0.21 CONTRACTOR acknowledges the requirement for a dedicated Information Technology (IT) storage area comprising no less than three hundred (300) square feet. Such space shall be clearly delineated and possess features to ensure it is fully securable, thereby safeguarding the integrity and security of the inventory housed within the space.

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- 2.0.22 CONTRACTOR hereby acknowledges and agrees to provide a dedicated workspace of no less than two hundred (200) square feet, fully equipped with appropriate electrical infrastructure, to accommodate the Clinical Engineering (Biomed) staff. This space shall be designed to facilitate the professional occupancy of four (4) to six (6) personnel and is intended for the essential diagnostic testing and calibration of hospital equipment following its receipt and prior to its clinical deployment across various departments.
- 2.0.23 CONTRACTOR acknowledges that the Maintenance and Remodeling departments maintain a specialized inventory characterized by significant physical dimensions, substantial weight, and high valuation, necessitating a storage solution engineered for such rigorous demands. Accordingly, the design of the new warehouse facility shall incorporate the requisite infrastructure to support a trailer-mounted generator connection; furthermore, the site plan must account for the potential designation of a secure, dedicated storage area within the warehouse campus specifically to accommodate said generator unit.
- 2.0.24 CONTRACTOR acknowledges and agrees that all flooring materials and interior finishes shall be furnished in strict accordance with the established HBMC Standard Finishes. It is understood that such selections shall adhere to the quality, aesthetic, and durability specifications prescribed by HBMC to ensure institutional consistency throughout the facility.

2.1 MINIMUM QUALIFICATIONS

- 2.1.1 The awarded CONTRACTOR shall have a minimum of three (3) years providing similar type services as requested within the Scope of Services, for a large sized organization such as government entities or commercial centers. **Prior experience working and a base of operations on Hawaii Island is preferred.**
- 2.1.2 The CONTRACTOR shall have adequately trained staff for the work described herein. A listing of key staff that may be assigned to work, shall be included with their proposal.
- 2.1.3 The CONTRACTOR shall identify any and all known sub-CONTRACTORS that it plans to use in the performance of the contract. The CONTRACTOR shall identify the capabilities, experience and portion of the work to be performed by the sub-CONTRACTOR(s). The competency of the sub-CONTRACTOR(s) with respect to skill, responsibility, business standing and being located on Hawaii Island shall be considered by HHSC when making the award.

2.2 CONTRACTOR'S SCOPE OF WORK

- 2.2.1 The objective of this RFP engagement is to procure comprehensive design-build services for the development of an on-site warehouse facility, intended to augment the capacity of the existing storeroom in alignment with the expanding operational demands and census growth of HBMC. The CONTRACTOR is expected to provide iterative architectural and engineering design services, encompassing civil, structural, mechanical, electrical, and plumbing disciplines, culminating in the construction and commissioning of a pre-fabricated metal building dedicated to inventory and materials storage. The scope of work shall include, inter alia, a thorough evaluation of the existing substrate, site constraints, and infrastructure, ensuring strict adherence to all applicable jurisdictional mandates—including county, state, federal, and FAA regulations. Furthermore, the CONTRACTOR's obligations shall extend to the erection of the pre-fabricated structure and the

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- execution of all necessary site work, civil engineering, and MEP infrastructure to deliver a fully integrated and operable system.
- 2.2.2 Selected CONTRACTOR will assist HBMC in code compliance including but not limited to County, State, Federal, FAA, etc. and procure and install building and utility infrastructure accordingly.
- 2.2.3 CONTRACTOR shall assume comprehensive design-build responsibilities throughout the lifecycle of the warehouse project, ensuring a seamless integration of architectural vision and structural execution. In addition, the CONTRACTOR agrees to provide specialized support for HAZMAT services as applicable, alongside continuous cost-estimation and equipment-planning services to maintain fiscal and operational alignment. Furthermore, the CONTRACTOR commits to performing rigorous Value Engineering assessments at the request of HBMC, diligently identifying opportunities to optimize project expenditures without compromising the integrity or functionality of the final deliverables.
- 2.2.4 Once the Project begins the CONTRACTOR will, as deemed applicable, participate in weekly Owner Architect CONTRACTOR Meetings providing requested updates and documentation to keep the Owner and Architect informed of the Project's Status.
- 2.2.5 The CONTRACTOR is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of the contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the HBMC Technical Representative.
- 2.2.6 CONTRACTOR shall have exclusive responsibility for the procurement of all requisite State and County permits and regulatory approvals. This obligation encompasses, without limitation, the formal submittal of applications, diligent tracking of the administrative review process, payment of all associated fees and assessments, and the ultimate retrieval of the finalized permits to ensure the project's continuous compliance with all jurisdictional mandates.
- 2.2.7 CONTRACTOR shall provide HHSC a copy all permits prior to the commencement of any site work.
- 2.2.8 Any reference by CONTRACTOR to tariff-based pricing or tariff-related clauses shall be deemed inapplicable and will not be incorporated into any agreement, negotiation, or discussion undertaken as part of the procurement process for this DESIGN & BUILD project. Participation in this RFP process with submission of a proposal, denotes acceptance of the aforementioned terms.
- 2.2.9 The CONTRACTOR's architect or engineer (A/E) who prepares the construction documents shall be a professional architect or engineer licensed in the State of Hawaii. The professional seal indicating such license by the state shall appear on the final construction documents. The architect whose seal is shown will be known as the Architect of Record. The CONTRACTOR's A/E shall certify compliance with the RFP and all applicable codes.
- 2.2.10 Meet with HHSC and review the existing drawings as necessary to fully understand the scope of the project and HHSC expectations. Provide Architectural, Civil, Electrical, Mechanical, Plumbing, Design Drawings at 60%, 90% and 100% for HBMC review and approval.

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- 2.2.11 Establish a safety work plan and provide and utilize PPE equipment. Provide a copy to HHSC for review and approval. During onsite construction, regularly inspect and verify the work meets the design parameters.
- 2.2.12 CONTRACTOR is aware that RFP documents are intended to define existing conditions, certain required items, and design parameters to be included in the project. It is the CONTRACTOR's responsibility to complete the documents and construction in a manner consistent with the intent of the RFP documents within the required time period (contract length).
- 2.2.13 The CONTRACTOR's Design-Build Team shall prepare and submit complete construction documents for review and approval by HHSC in accordance with standard professional practice, the RFP, expectations of HHSC, and prevailing codes. The documents may be divided into multiple review submission packages. HHSC will review as many as three (3) package submissions (examples: demolition, architectural, mechanical, electrical, etc.) to facilitate the start of construction.
- 2.2.14 The final construction document submission package will be submitted by the contractor for approval by HHSC after completion of the 95% review cycle for the final package to be submitted by the CONTRACTOR. HHSC will have ten (10) business days to take approval action.
- 2.2.15 The final construction documents submission package will include a full set of construction documents including all disciplines/packages.
- 2.2.16 If the final construction documents submission package is not complete, a post submittal may be required the cost of which will be borne by the CONTRACTOR.
- 2.2.17 Mandatory material and equipment schedules and details may be indicated either on the drawings or in the specifications, at the option of the CONTRACTOR. The construction drawings shall include a coordinated set of the following: Architectural drawings including floor plans, wall sections, reflected ceiling plans, room finish schedules, auto transport and other details. HVAC (Mechanical) drawings including floor and roof plans, one-line flow diagrams, equipment schedules, and details, including general notes and all related calculations. Electrical drawings including the, site, floor (power, lighting, and other systems), online diagrams, panel schedules, equipment schedules, light fixture schedules calculations and details. Civil drawings, including the site preparation, stairways and, sidewalks, and utility connections/ infrastructure.
- 2.2.18 The CONTRACTOR shall distribute a total of four (4) sets of the approved construction documents prepared by the CONTRACTOR to HHSC, as directed by HHSC Technical Representative.
- 2.2.19 The CONTRACTOR shall submit test results, certificates, manufacturer's instructions, manufacturers' field reports, etc. as required by the RFP specifications, to HHSC'S Technical Representative.
- 2.2.20 The CONTRACTOR will maintain a set of construction documents (field as built drawings) to record actual construction changes during the construction process as required by the RFP

specifications. The project record drawings will be available for review by the HHSC Technical Representative at all times.

- 2.2.21 HHSC shall have the right to immediately shut down all construction on the project due to safety or other relevant reason. The HHSC Technical Representative, HBMC Project Management Office or Safety Officer are the only ones authorized to shut down the project. HHSC will meet immediately with the CONTRACTOR to 1.) explain the reason for the shut down, and 2.) discuss a plan for the necessary corrections for work to resume. Work can only resume once the corrections have been approved by the HHSC Technical Representative, HBMC Project Management Office or Safety Officer. All shut down costs shall be the CONTRACTOR's responsibility.
- 2.2.22 This project will, utilize Procore's (www.procore.com) project management and collaboration system for all project documentation. The CONTRACTOR will be invited to, and are required to create a Procore username (email) and password if they do not already have one. The CONTRACTOR is required to obtain drawings, sketches, RFIs, meeting minutes, coordination drawings, change information, etc. via this application. It will be the responsibility of the CONTRACTOR to regularly check and review updated documents as they are added. The CONTRACTOR is required to complete a free, one-hour training certification course located at <http://learn.procore.com/procore-certification-subCONTRACTOR> within (2) two weeks following contract execution. There will be no cost to the CONTRACTOR for use of Procore.

The CONTRACTOR shall use the Procore App on-site to provide real-time access to current posted drawings, specifications, RFIs, submittals, project documents, as well as any deficient observations or punch list items.

- 2.2.23 If there is a conflict of terms between the included Specifications for Hilo Benioff Medical Center, and the included State of Hawaii Interim General Conditions, 1999 Edition, the State of Hawaii Interim General Conditions, 1999 Edition shall control.
- 2.2.24 The CONTRACTOR acknowledges and affirms that the phased execution of the Project is governed by a critical and time-sensitive schedule necessary to support the ongoing service needs of the East Hawai'i community. Accordingly, it is anticipated that design services shall commence on or about August 2026, construction activities shall commence on or about January 2027, and substantial completion and turnover of the Project to the Owner shall occur on or about December 2027. All Offerors shall expressly acknowledge and incorporate these anticipated schedule parameters and milestone objectives into the preparation and submission of their respective Proposals in response to this RFP.

2.3 WORKING IN THE FACILITY

- 2.3.1 The CONTRACTOR shall comply with the following Hilo Benioff Medical Center's Construction Policies; copies of the policies can be found at <https://www.hilomedicalcenter.org/resource-library/>:
- A. 743-150-07: Outside CONTRACTORs – Hazard Communications Program (Maintenance) (PDF)
 - B. 743-150-08: Outside CONTRACTORs Working on the Facility (Maintenance) (PDF)

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- C. 800-125-30: Construction and Renovation (Infection Control) (PDF)
 - D. 850-122-26: CONTRACTOR/Sub-CONTRACTOR Safety & Environmental Practices at HBMC (Administration) (PDF)

2.4 TECHNICAL REPRESENTATIVE

The Technical Representative shall have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing the CONTRACTOR'S performance; and approving completed work/services with verification of same for the CONTRACTOR'S invoices. The Technical Representative also serves as the point of contact for the CONTRACTOR for "Technical" matters (non-contractual) from award to contract completion. The Technical Representative is:

Kris Wilson
East Hawaii Region Chief Information Officer
808-932-3802
Email: kwilson@hhsc.org

SECTION 3 **PROPOSALS**

3.1 PROPOSAL PREPARATION

Offerors shall prepare a written proposal in accordance with requirements stated herein and provide the proposal to the individual at the address indicated below. The proposal, at a minimum, shall include the categories identified below.

- A. The information identified below;
- B. The pricing information identified below;
- C. Proposal Transmittal Cover Sheet, Appendix A;
- D. Acceptance or Notifications of Clarifications of our General Conditions, Appendix B;
- E. Standards of Conduct Declaration, Appendix F; and

Offerors should submit all required information specified above to qualify their proposal for evaluation and consideration for award.

The General Conditions (Appendix C), the Special Conditions (Appendix D) and the Specifications contained in this RFP packet shall be read by the Offeror, as they will form a part of the contract entered into between the Offeror and HHSC, and they will govern all items and services provided under the contract.

3.2 DISQUALIFICATION OF PROPOSALS

HHSC reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the Scope of Services. Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice. HHSC reserves the right to ask for clarification of any item in the proposal.

3.3 ELECTRONIC DOCUMENTS:

HHSC may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by HHSC shall be null and void. In those instances where modifications are identified, the original document issued by HHSC shall take precedence.

3.4 SUBMISSION OF PROPOSALS

Each OFFEROR may submit only one (1) proposal (which includes a technical proposal and a price proposal). The Issuing Officer must receive the one (1) electronic copy of the proposal no later than the "Closing Date for Receipt of Proposals", identified in Section 1, paragraph 1.2. **Physical paper proposals will not be accepted. Proposals received after this time/date may be rejected, at the discretion of the Issuing Officer.**

H. Frank Schneider, Senior Contracts Manager
Hilo Benioff Medical Center
Email: hschneider@hhsc.org

It is highly preferred to have all proposals submitted digitally to the email address that has been provided by the Issuing Officer. It is the duty of the Offeror to confirm proposal receipt. However, if your digital proposal is greater than 25MB, you must utilize the to the following file share address outlined below in this document for submission purposes, link will be available from May 11, 2026 through August 2, 2026. Again, it is the responsibility of the Offeror to confirm proposal receipt.

<https://hawaiihealthsystemcorporation.sharefile.com/r-rb62557bc9e0f44d4b6d0da11be774a6d>

The submitted electronic documents or for hardcopies, the outside cover of the package containing the proposal should be noticeably marked, as follows: **RFP # HHSC FY26-0418: <Vendor Name>**

3.4.1. Confidential Information:

- A. If a person believes that a portion of a bid, proposal, offer, specification, or protest contains information that should be withheld due to confidentiality, the Contracting Officer shall so be notified. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. ***A detailed statement, presented as a cover letter, shall both identify those specific areas considered confidential and also state the specific harm or prejudice which may arise if disclosed.***
- B. The information identified by the person as confidential shall not be disclosed until the Contracting Officer makes a written determination. HHSC cannot guarantee that designated data will be kept confidential.
- C. If approved, such confidential information shall be removed from the public record.
- D. An entire bid, proposal, offer, specification, or protest shall not be identified as confidential; only those portions which are considered proprietary, trade secrets or patented information. Pricing shall not be considered as confidential. The proposals are subject to disclosure rules set forth in Chapter 92F, H.R.S. The OFFEROR bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in chapter 92F.
- E. All proposals and other material submitted by OFFERORS become the property of HHSC and may be returned only at HHSC's option.

3.5 PROPOSAL INFORMATION

Offerors are hereby notified that evidence of the authority of the person(s) signing the offer document is required to be included with the offer documents. Failure to comply with this requirement will be cause for rejection of an offer as being non-responsive.

3.5.1. Technical Proposal:

The Offerors should prepare their technical proposals to highlight all the elements of Scope of Service the Offeror's program meets. The Offeror's experience and past performance providing the requested services will be evaluated on the extent of its success in managing and integrating projects relevant to that defined in this Solicitation and General Requirements. Therefore, the Offeror is advised to submit any and all information which documents successful and reliable experience in past performances as related to this RFP.

References. References should be verifiable and be able to comment on the Offeror's related experience. The Offeror should submit, at a minimum, **two (2) professional references** for similar services provided over the last three (3) years that would demonstrate the Offeror possesses an understanding and the experience in providing the required services.

Quality of staff will be an area considered. The firm's clients' assessment of the quality of staff provided will be an element specifically sought after during reference verifications. The Offeror should provide **an organizational chart** which clearly shows the reporting and lines of authority; to include all proposed key personnel and any proposed subCONTRACTORS. The organizational chart should identify the prime point of contact between the Offeror and HHSC.

The Offerors and Offeror's subCONTRACTOR's familiarity and experience in completing past work on Hawaii Island will be taken into consideration in the evaluation process.

3.5.2 Proposed Method of Approach:

The Offeror should utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the requirements of the Scope of Services. When appropriate, the narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only when necessary to describe a technical process.

3.5.3 Cost:

The evaluation of the category of Cost, as requested in RFP Section 4.0, shall be based on the prices, as indicated on the **Compensation and Fee Schedule** submitted with Offeror's proposal.

HHSC is not required to respond to each Offeror for further negotiations, even though that option is available.

3.5.4. Additional Information:

The Offeror may submit any additional information it deems pertinent to substantiate its experience, expertise, and capacity to perform the required services. In light of the significance of schedule adherence as an evaluation criterion, each CONTRACTOR is strongly encouraged to

provide a Gantt Chart reflecting a detailed timeline with clearly defined milestones for review by the RFP evaluation committee.

3.6 INTENT TO PROVIDE CERTIFICATE OF INSURANCE

The Offeror should provide a statement that, if notified of contract award, it will submit to HHSC for review and acceptance the applicable certificate/s of insurance as required within this RFP document within five (5) business days of such notification.

3.7 EXCEPTIONS TO GENERAL CONDITIONS:

- 3.7.1 If an Offeror takes any exception to any term, condition or requirement included in this solicitation document, such exception shall be submitted to the Contracting Officer prior to the date of Receipt of Questions as listed in the RFP Timetable.
- 3.7.2 If an Offeror includes in its proposal exceptions that are not covered by paragraph 3.7.1, above, and that are not approved in writing by the Contracting Officer, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect the proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.
- 3.7.3 To the extent they are inconsistent with the terms of the Solicitation, the Offeror's preprinted or standard terms will not be considered by HHSC as a part of any resulting Contract.

3.8 OFFEROR'S RESPONSIBILITY

The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that HHSC is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may have an adverse impact on the evaluation of the Offeror's proposal.

3.9 DISCUSSIONS

In accordance with East Hawaii Region Procurement Policies after the initial receipt of proposals, discussions may be conducted with Offeror(s) who submit proposals determined to be reasonably susceptible of being selected for award. **Award may be made without discussions; therefore, offerors should submit complete proposals, with the most favorable terms, and most accelerated schedules of work.**

SECTION 4

COMPENSATION & FEE SCHEDULE

Vendor Name _____

4.0.1 The undersigned Offeror hereby proposes to furnish and pay for all materials, tools, transportation, equipment, labor, all insurances, and other incidental work necessary for the **HILO BENIOFF MEDICAL CENTER ACUTE WAREHOUSE – DESIGN & BUILD RFP No. FY26-0418** together with equipment and all necessary appurtenances and work incidental thereto in accordance with the true intent and meaning of the Plans, Request for Proposal document, Offeror’s Proposal, Specifications, Interim General Conditions (1999 Edition) and Special Conditions, made a part of these specifications by reference; and any other form of pertinent proposed contract documents which have been attached herein and hereby made a part of the project specifications and contract documents, for the Total Lump Sum Not To Exceed Price of:

_____ Dollars (\$ _____)

which includes all applicable taxes and expenses for the Project.

4.0.2 Complete the attached Schedule of Values (SOV) **HILO BENIOFF MEDICAL CENTER ACUTE WAREHOUSE – DESIGN & BUILD RFP No. FY26-0418, see page 38.**

4.0.4 Offerors shall include a listing of the primary business address for each subCONTRACTOR proposed for this Project.

4.0.5 The Offeror shall provide the applicable labor rates and markups (if any) that would be applicable to change orders.

4.1 RECEIPT OF ADDENDA

Receipt of the following addenda issued by the HHSC is acknowledged by the date (s) of receipt indicated below:

Addendum No. 1 _____ Addendum No. 5 _____

Addendum No. 2 _____ Addendum No. 6 _____

Addendum No. 3 _____ Addendum No. 7 _____

Addendum No. 4 _____ Addendum No. 8 _____

It is understood that failure to receive any such addendum shall not relieve the CONTRACTOR from any obligation under this Proposal as submitted.

4.2 ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

4.2.1 The CONTRACTOR agrees the following is a complete listing of all joint CONTRACTORs or subCONTRACTORs covered under Chapter 444 HRS, who will be engaged by the CONTRACTOR on this project to perform the required work indicated pursuant to East Hawaii Region Policies. The CONTRACTOR certifies that it and its listed subCONTRACTORs or joint CONTRACTORs together hold all licenses necessary to complete the Work, and understands that failure to comply with this requirement may be just cause for rejection of the bid.

4.2.2 'A' General Engineering CONTRACTORs and 'B' General Building CONTRACTORs are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in *Okada Trucking Co., Ltd. v. Board of Water Supply, et al.*, 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general CONTRACTOR to act as a specialty CONTRACTOR in any area in which the general CONTRACTOR has no license. Although the 'A' and 'B' CONTRACTOR may still bid on and act as the "Prime CONTRACTOR" on an 'A' or 'B' project (*See, HRS § 444-7 for the definitions of an "A" and "B" project.*), respectively, the 'A' and 'B' CONTRACTOR may only perform work in the areas in which they have the appropriate CONTRACTOR's license (*An 'A' or 'B' CONTRACTOR obtains 'C' specialty CONTRACTOR's licenses either on its own, or automatically under HAR § 16-77-32*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the CONTRACTOR to review the requirements of this Project and determine the appropriate licenses that are required to complete the Project.

4.2.3 The CONTRACTOR shall provide the complete firm name, license number and nature and classification description by each joint CONTRACTOR or subCONTRACTOR. For projects with Alternate(s), CONTRACTORs shall fill out the supplementary schedule and list the Joint CONTRACTOR or SubCONTRACTOR who will be engaged for the respective Alternate Work. Do not include any Joint CONTRACTOR or SubCONTRACTOR previously listed.

4.2.4 CONTRACTORs shall list only one joint CONTRACTOR or subCONTRACTOR per required specialty CONTRACTOR's license.

4.2.5 All joint CONTRACTORs or subCONTRACTORs are subject to HHSC’s approval, and HHSC shall have the right to refuse, in its discretion, any joint CONTRACTOR or subCONTRACTOR named by the CONTRACTOR. HHSC shall discuss any refusal of a joint CONTRACTOR or subCONTRACTOR with the CONTRACTOR and shall assist the CONTRACTOR in naming a replacement acceptable to HHSC.

Class	Classification Description	License	Complete Firm Name Joint CONTRACTOR or SubCONTRACTOR

4.3 COMPENSATION

In full consideration for the services to be performed by the CONTRACTOR under this Agreement, HHSC agrees, subject to appropriation and allotments, to pay to the CONTRACTOR the following compensation, including all applicable taxes and expenses incurred, in accordance with and subject to the following:

4.3.1 HHSC shall pay CONTRACTOR progress payments as work progresses as designated by the Pricing Schedule submitted with the Offer, for services and materials rendered pursuant to and during the term of this agreement, inclusive, all in arrears, subject to the prior receipt of the following written documentation, which must be submitted on the American Institute of Architect’s (AIA) Application and Certificate for Payment (Form G702) and Continuation Sheet (Form G703), and include:

- A. the date(s) of the service(s) performed;
- B. the contract number (HHSC 26-0418);
- C. a description of the tasks performed with such detail as the Technical Representative may reasonably request;
- D. the dollar amount of work completed and outstanding;
- E. signed, certified, notarized and dated by the Offeror’s delegated signatory.

4.3.2 The CONTRACTOR'S invoice is due by the tenth (10th) day of the month immediately following the month in which the services were provided. HHSC shall pay sums due FORTY-FIVE (45) days after receipt of CONTRACTOR'S invoice or the last day of the month immediately following the month in which the services were provided, whichever is later. Failure to submit an invoice on the prescribed forms or to include the information required may delay payment processing.

4.3.3 HBMC reserves the right, during construction, to decrease or increase the scope of work, to decrease or increase construction schedule, because of limitations of funds, with no adjustment in unit prices other than that specified hereinabove.

4.3.4 It is understood and agreed that the CONTRACTOR shall be responsible for bearing the cost of all inspections, permits and specialty inspections including testing, etc., as required for the project's scope of work. The CONTRACTOR is also responsible for completing and providing As-Built drawings by a licensed engineering or architectural firm, at his/her own expense.

4.4 OTHER CONDITIONS

4.4.1 Anti-collusion Certification - In accordance with HAR 3-122-192, by submitting this proposal, the CONTRACTOR is declaring that the price submitted is independently arrived at without collusion.

4.4.2 Certification for Safety and Health Programs for Offers in excess of \$100,000 - In accordance with HRS 396-18, by submitting this proposal, the CONTRACTOR certifies that its organization will have a written safety and health plan for this Project that will be available and implemented by the date stipulated in the Notice to Proceed. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).

4.4.3 Labor and Wage Certification - In accordance with HRS 104 Wages and Hours of Employment on Public Works Construction Projects in excess of \$2,000, by submitting this proposal, the CONTRACTOR will comply with the requirements of chapter 104 and certifies that:

- A. Individuals engaged in the performance of the contract on the job site shall be paid not less than wages that the Director of Labor and Industrial Relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects including any periodic adjustments to the prevailing wages during the performance of the contract;

- B. Overtime compensation shall be at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or legal holiday of the State or in excess of eight hours on any other day; and
 - C. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.
- 4.4.4 For bids of \$25,000 or more, the CONTRACTOR shall comply with the following chapters of the Hawaii Revised Statutes (HRS): Chapter 237 HRS (general excise tax); Chapter 383 HRS (employment security - unemployment insurance); Chapter 386 HRS (workers compensation); Chapter 392 (temporary disability insurance); Chapter 393 HRS (pre-paid health care); and shall be incorporated or organized under the laws of the State, or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract. CONTRACTOR shall complete the CERTIFICATION OF COMPLIANCE form at the end of the PROPOSAL and submit it with their bid.
- 4.4.5 It is understood that HBMC reserves the right to reject any or all bids, or to accept other than the low bid, as may appear in the best interest of the work. It is also understood that the bid shall be awarded only to a CONTRACTOR who is currently licensed in the State of Hawaii.
- 4.4.6 The Offeror hereby agrees that if he is awarded this contract, he will enter into and execute the same within ten (10) days from the date of notice to award and furnish a performance bond in the amount and character required.
- 4.4.7 The Offeror further agrees that if awarded the contract and if he FAILS to enter into and execute the contract and furnish the required bonds within the specified time, the Owner may determine the Offeror has abandoned the contract and thereupon forfeiture of the security accompanying his proposal shall operate and the same become property of the Owner.

26-0418
CERTIFICATION OF COMPLIANCE

_____ certifies it is in compliance with all laws
(Company Name)

governing entities doing business in the State, including the following:

1. Chapter 237 HRS (General Excise Tax)
2. Chapter 383 HRS (Hawaii Employment Security Law - Unemployment Insurance)
3. Chapter 386 HRS (Workers' Compensation Law)
4. Chapter 392 HRS (Temporary Disability Insurance)
5. Chapter 393 HRS (Prepaid Health Care Act)
6. Offeror is incorporated or organized under the laws of the State or is registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

Furthermore, _____ acknowledges that making a
(Company Name)

false certification shall cause its suspension from further offerings or awards pursuant to Hawaii Revised Statutes.

Signature: _____ Date: _____

Print Name: _____

Title: _____

SECTION 5 EVALUATION

5.1 INTRODUCTION

The evaluation of proposals will be conducted comprehensively, fairly, and impartially. The evaluation will be made on the basis of experience, the Offeror's narrative discussion as to their methodology for meeting the requirements of the Specifications, the ability of the Offeror to best meet HHSC's specified requirements and the acceptability of the proposed pricing.

5.2 EVALUATION PHASES

Evaluation phases will be conducted as follows:

- Phase 1.....Evaluation of Mandatory Requirements
- Phase 2.....Technical Proposal Evaluation
- Phase 3.....Cost Proposal Evaluation
- Phase 4..... Proposal Discussions (**optional**)
- Phase 5..... Best and Final Offer (**optional**)
- Phase 6.....Recommendation for Contract Award

5.2.1 PHASE 1--EVALUATION OF MANDATORY REQUIREMENTS

The evaluation of the mandatory requirements, as listed below shall be based upon a "pass/no pass" basis. The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsible and responsive to RFP requirements to permit a complete evaluation, i.e. responsible in terms of "Does the Offeror have the capability to perform fully the requirements of the Specifications"; and responsive in terms of "Were proposal documents, as identified below, received and contain the required information?" Failure to meet or submit any mandatory requirement ("no pass") with the proposal may be grounds for deeming the proposal non-responsible, non-responsive or both and may disqualify the proposal.

Proposal "**Mandatory Requirements**":

- A. Proposal Transmittal Cover Sheet (Appendix A)
- B. Acceptance (or Notification of Clarifications) document (Appendix B)
- C. Technical Proposal (Experience & Method of Approach)
- D. Cost Proposal, including Proposal Schedule for **HILO BENIOFF MEDICAL CENTER ACUTE WAREHOUSE – DESIGN & BUILD RFP No. FY26-0418** (Completed Compensation & Fee Schedule)
- E. Submitted Sketch of proposed Building for the HBMC Acute Warehouse Project
- F. Proposal Submission Checklist (Appendix E)

5.2.2 PHASE 2--TECHNICAL PROPOSAL EVALUATION

Evaluation of Offeror’s technical proposal shall be conducted using the technical proposal categories and the value weight percentages identified in paragraph 5.3; and, the evaluation scoring system identified in paragraph 5.4.

5.2.3 PHASE 3---COST PROPOSAL EVALUATION

Evaluation of the cost proposal shall be conducted using the cost proposal category identified in Section 4 and paragraphs 5.3, the value weight percentages identified in paragraph 5.3; and, the evaluation scoring system identified in paragraph 5.4.

5.2.4 PHASE 4--PROPOSAL DISCUSSIONS (OPTIONAL)

HHSC may conduct discussions with Offerors. Offeror’s proposals may be accepted without discussions. HHSC shall inform Offerors of specific discussion topics and issues; and, schedule discussions proceedings.

5.2.5 PHASE 5--BEST AND FINAL OFFER (OPTIONAL)

Offerors may be requested to submit a “Best and Final” offer. “Best and Final” offers shall be evaluated and “scoring” of the Offeror’s proposal adjusted, accordingly. If a “Best and Final” offer is requested but not submitted, the previous submittal shall be construed as the “Best and Final” offer.

5.2.6 PHASE 6--RECOMMENDATION FOR CONTRACT AWARD

The Evaluation Committee shall make a recommendation of its proposal evaluation findings/rankings and provide recommendation for award of contract to the head of the purchasing agency.

5.3 EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES

Mandatory Requirements	Pass/No Pass
	<u>Value Weight</u>
Technical Proposal	
Experience & Qualifications of Firm/Personnel	35%
Project Schedule and Completeness of Proposal with Projected Building Sketch	25%
Cost Proposal	<u>40%</u>
TOTAL.....	100%

5.4 EVALUATION SCORING SYSTEM

The maximum number of points available for scoring is one hundred (100). The proposal receiving the highest number of points is considered statistically the best proposal and most advantageous to HHSC;

and, will be recommended for award of contract, unless otherwise determined and justified by the Evaluation Committee.

The evaluation categories are assigned a value percentage, as determined by HHSC, totaling 100%. The Evaluation Committee will rate each category and assign a score based on the total percentage points available for that category. For example, if the percentage points for Experience and Expertise of the Firm are 40%, the maximum number of points that can be awarded in that category are 40. The Offeror's total score will be determined by having the Evaluation Committee assign points in each category to each Offeror based on their evaluation of that section of the Offeror's proposal; and totaling the score for all categories.

NOTE: In determining the total score, the Offeror's cost proposal with the lowest cost will receive the highest available rating allocated to costs (i.e., it will receive a rating of 40 for the cost proposal category). Each proposal that has a higher cost than the lowest will have a lower rating for costs. The points allocated to higher-priced proposals will be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

SECTION 6
AWARD OF CONTRACT

6.1 AWARD OF CONTRACT

Award of contract shall be made to the most responsible and responsive Offeror whose proposal is determined, by the East Hawaii Region's evaluation team, to provide the best value to HHSC, considering all evaluation reviews and results.

6.2 CONTRACT AWARD NOTIFICATION

An official "notice of award" notification will be provided to the successful Offeror; and, a "notice of non-award" notification shall be provided to all un-successful Offerors.

6.3 CONTRACT DOCUMENT

The contract will be made up of this solicitation (Scope and Compensation) and the terms and conditions attached hereto and referenced herein. The contract will also include your offer, including all exhibits, amendments and best-and-final offer, if applicable. This document will serve as the official, legal contractual instrument between both parties. This document will incorporate (by attachments or reference) the RFP, with any and all addendums; GENERAL CONDITIONS and any SPECIAL CONDITIONS; and, the Offeror's accepted proposal, with any and all addendums, changes, negotiated agreements, etc; all of which becomes part and whole of the Contract.

6.4 GENERAL CONDITIONS

The GENERAL CONDITIONS (Appendix C) are applicable and shall be part and whole and attached to the Contract. HHSC reserves the right to add terms and conditions during contract negotiations, if conducted. Additional terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

**PROPOSAL TRANSMITTAL COVER SHEET
RFP #HHSC FY 26-0418**

This page must be completed. Attach this page on top of your digital proposal submission. Proposals received without this page or incomplete of the requested information may be rejected from consideration.

Organization: _____
(If a corporation, partnership or limited liability company, provide the exact legal name as registered with the State Department of Commerce and Consumer Affairs)

Mailing Address: _____
(Post Office Box is not acceptable)

Federal Tax Identification No.: _____

CONTRACTOR's License No.: _____

Contact: _____ Telephone: _____

Email Address: _____

Certification

The undersigned has carefully examined the Specifications outlined in this RFP and the general and special conditions presented in the proposal packet and hereby proposes to furnish at his own expense all labor and all items necessary to complete all work as shown and called for therein, all according to the true intent and meaning of the plans, specifications, general and special conditions. The undersigned also certifies that the information provided in this proposal is accurately represented.

Authorized signature

Printed name

Title

Date

26-0418
ACCEPTANCE (OR NOTIFICATION OF CLARIFICATIONS) DOCUMENT

Offerors Acceptance or Notification of Clarifications and Exceptions to the following GENERAL CONDITIONS:

On behalf of _____, Offeror, the undersigned does agree that it does not have any exceptions to the following General Conditions.

Signature: _____

Title: _____

Or

_____, Offeror, has the following clarifications and exceptions to the following General Conditions:

(Please attach additional pages, as required)

HBMC hereby incorporates the Interim General Conditions, 1999 Edition, promulgated by the Division of Public Works within the Department of Accounting and General Services for the State of Hawaii. Such incorporation is subject to, and expressly modified by, the revisions set forth in the Amended General Conditions and Special Conditions section provided in Appendix C and Appendix D.

GENERAL CONDITIONS

The INTERIM GENERAL CONDITIONS may be obtained from the Division of Public works, Department of Accounting and General Services, State of Hawaii at the following website:

<http://pwd.hawaii.gov/wp-content/uploads/2014/12/InterimGeneralConditions1999Edition.pdf>

General Conditions Amended: The General Conditions are hereby amended as follows:

- A. The following terms specified in Section 1 are hereby defined:
 - 1. Bidder shall have the same definition as CONTRACTOR.
 - 2. Comptroller shall be the Chief Financial Officer at Hilo Benioff Medical Center or his authorized representative.
 - 3. Department shall be HHSC or its designee.
 - 4. Engineer shall be the person so designated by Hilo Benioff Medical Center
 - 5. State shall be HHSC or its designee.
- B. Section 1.20 and 1.25 replace "State of Hawaii" with "State".
- C. Section 2.1.1.2 is amended to have notices sent to the procurement officer listed in the RFP in lieu of the Comptroller. Also, notices emailed to the address specified in the Request for Proposal will be acceptable.
- D. Section 2.1.2.1: second sentence is hereby deleted in its entirety.
- E. Last sentence of paragraph 2.1.2.3 of the Interim General Conditions is amended to read as follows:

"Failure to submit either the required tax clearance certificate or Bid Form 4 will be sufficient grounds for HHSC to refuse to receive or consider the prospective bidder's proposal."
- F. The addresses specified in Section 2.6.1 of the Interim General Conditions shall be changed to Hilo Benioff Medical Center 1190 Waianuenue Avenue, Hilo HI 96720.

- G. For section 2.8.2, a bid security is not required.
- H. Sections 2.10 through 2.11 are hereby deleted in their entirety.
- I. Section 2.13 is deleted in its entirety. Protests if any will be adjudicated based upon the process spelled out in the RFP.
- J. In paragraph 3.9.2 of the Interim General Conditions, “ten (10) calendar days after such award or within such further time as the Comptroller may allow” shall be replaced with, “the time allowed in the previous section.”
- K. Section 4.1: the words “accepted bid” is deleted from the first sentence.
- L. Section 4.9.3: the words “submission of bids” is replaced with the words “execution of this contract”.
- M. Section 5.5: the last sentence is hereby deleted in its entirety and replaced with the following:

“In the event of conflict among the Contract Documents, the order of precedence is listed in paragraph 5 of this contract and is further detailed in the following subparagraphs:”
- N. Sections 5.5.1 and 5.5.2 are hereby deleted in their entirety.
- O. Section 5.8.1: “twenty-four (24)” is hereby changed to “one (1)”.
- P. Section 5.11 is hereby deleted in its entirety.
- Q. Section 5.12.4 is hereby deleted in its entirety.
- R. Section 7.3.7.4, subparagraphs a and b: Replace “If the project falls within the State University System, The University of Hawaii” with “HHSC”.
- S. Section 7.4.1 is hereby deleted in its entirety and replaced with the following:

“The CONTRACTOR shall prepare, process, obtain, and pay for all permits necessary for the proper execution of the work.”
- T. Sections 7.14.2, 7.19.2, and 7.19.4: delete “Departments and Agencies and their” and insert “directors” between “officers” and “representatives”.
- U. Section 7.14.4 is hereby added and reads as follows:

“CONTRACTOR warrants that it and none of its employees, agents or subCONTRACTORs performing services or providing goods pursuant to this Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care. HHSC reserves the right to verify that the above warranty is true and to immediately cancel this Agreement in the event it is violated.”

- V. Section 7.15 delete “and its Departments and Agencies”.
- W. Section 7.21.8.6 — Delete the word “bad” before the words “weather day conditions.”
- X. Section 7.26.1 and 7.26.1.2, and 7.26.1.3 is amended to specify liquidated damages will be at an amount of \$500.00 per day.
- Y. Section 7.35.1: the last word “earlier” is changed to “later”.

SPECIAL CONDITIONS

The GENERAL CONDITIONS are hereby amended with the addition of the following:

- 1.0 Conflict of Interest:** The Offeror shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of HHSC or the State without prior written approval by HHSC. The Offeror shall fully and completely disclose any situation that may present a conflict of interest. If the Offeror is now performing or elects to perform during the term of this contract any services for any HHSC health plan, provider or CONTRACTOR or an entity owning or controlling same, the Offeror shall disclose this relationship prior to accepting any assignment involving such party.

- 4.0 Effective Date:** The effective date of this contract shall be the date that the Contracting Officer signs the Offer and Award page of this document unless otherwise stated in this document.

- 5.0 Time of Performance:** The CONTRACTOR shall submit the Progress Schedule with their submitted proposal. The CONTRACTOR and HHSC will agree to the Progress Schedule, and the CONTRACTOR shall complete all work by the schedule's completion date. The Agreement's expiration date will be thirty (30) days from the schedule's completion date.

- 7.0 Notice of Debarment, or Suspension:** The CONTRACTOR must provide written notice to Hilo Medical Center's Contracting Officer upon receipt of notification that the CONTRACTOR has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity. HHSC may, upon receipt of such written notice, immediately terminate this Agreement if HHSC determine that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subCONTRACTOR of any public procurement unit or other governmental body.

- 8.0 Anti-Kickback/Stark Law:** The parties to this Agreement certify that they shall not violate the Anti-Kickback Statute or the Stark Law with respect to the performance of this Agreement.

- 10.0 Exemption From Hawaii Revised Statutes Chapter 103D:** East Hawaii Region of HHSC is exempt from HRS Chapter 103D for this contract. References to sections of that statute or related administrative rules do not evidence intent to waive the exemption. References to the statute and rules herein are for convenience where it is our intent to incorporate some of the language of the referenced statute or rules as a matter of policy.

PROPOSAL SUBMISSION CHECKLIST

<u>Items Submitted</u>	<u>For HHSC Use</u>	
_____	_____	Proposal Received "On-Time"
_____	_____	Proposal Submitted digitally to Issuing Officer
_____	_____	Proposal Transmittal Cover Sheet (Appendix A)
_____	_____	Official Business Letterhead
_____	_____	Authorized Signature
_____	_____	Acceptance (or Notification of Clarifications) document (Appendix B)
_____	_____	Technical Proposal
_____	_____	References
_____	_____	Organizational Chart
_____	_____	Method of Approach
_____	_____	Project Schedule-Gantt Chart
_____	_____	Projected Sketch of Building Structure
_____	_____	Pricing Schedule & Compensation
_____	_____	Complete Price Breakdown for HILO BENIOFF MEDICAL CENTER ACUTE WAREHOUSE – DESIGN & BUILD RFP No. FY26-0418
_____	_____	Not To Exceed Amount
_____	_____	Other Mandatory Items:
_____	_____	Non-Acceptance of "Specifications" Requirement(s)
_____	_____	All Data and Information Required by the RFP
_____	_____	Proprietary Documents Request (if any)
_____	_____	Proposal Submission Checklist
_____	_____	Standards of Conduct Declaration

*** IF SPECIFIC ITEM(S) ARE NOT APPLICABLE, MARK WITH "N/A"---DO NOT LEAVE BLANK.**

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State or HHSC, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of _____, CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*

2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.

3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a State or HHSC employee or, in the case of the Legislature, by a legislator.

4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the State or HHSC within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.

5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a State or HHSC employee, or in the case of the Legislature, a legislator.

6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, 1) within the past twelve (12) months, served as a State or HHSC employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the State or HHSC if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the State or HHSC.

CONTRACTOR

By: _____
Title: _____
Date: _____

* Reminder to FACILITY: if the word "is" is referenced above, YOUR FACILITY is required, under section 84-15, Hawaii Revised Statutes, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

**PROJECT: HILO BENIOFF MEDICAL CENTER ACUTE WAREHOUSE –
DESIGN & BUILD RFP No. FY26-0418 SCHEDULE OF VALUES**

DIVISIONS	Cost
DIVISION 0 -Special Section State/Local Building Permits/Review	
DIVISION 1 -General Requirements	
DIVISION 2 -Site Work	
DIVISION 3- Concrete	
DIVISION 4- Masonry	
DIVISION 5 - Metals	
DIVISION 6 – Wood and Plastics	
DIVISION 7 - Thermal and Moisture Protection	
DIVISION 8 - Doors and Windows	
DIVISION 9– Finishes	
DIVISION 10 - Specialties	
DIVISION 11- Furnishings	
DIVISION 12 - Equipment	
DIVISION 13 - Special Construction	
DIVISION 21 - Fire Suppression	
DIVISION 22 - Plumbing	
DIVISION 23 - Heating, Ventilation, and Air Conditioning	
DIVISION 25 - Integrated Automation	
DIVISION 26 - Electrical	
DIVISION 27 - Communications	
DIVISION 28- Electronic Safety and Security	
DIVISION 31 - Earthwork	
DIVISION 32 - Exterior Improvements	
DIVISION 33 - Utilities	
DIVISION 34 –Transportation	
Subtotal	
Base Bid Total	

END OF DOCUMENT

HHSC RFP# 26-0418